

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

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In re:

BED BATH & BEYOND INC., et al.

Debtors.

Chapter 11

Case No. 23-13359 (VFP)

Hearing Date: July 11, 2023

**LIMITED OBJECTION OF CHANNELADVISOR CORP.
TO NOTICE TO CONTRACT PARTIES TO POTENTIALLY
ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

ChannelAdvisor Corp. (“ChannelAdvisor”), by and through its undersigned counsel, hereby files the following limited objection and reservation of rights (the “Objection”) to the Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases [Dkt. No. 714] (the “Notice”) filed by the debtors (collectively, the “Debtors”) in the above-captioned proceeding and in support thereof avers as follows:

BACKGROUND

1. ChannelAdvisor is an e-commerce company that provides a proprietary cloud-based e-commerce marketplace management software and services enabling online sellers to sell on multiple channels.

2. Pursuant to that certain ChannelAdvisor Corporation Mirakl Integration Agreement dated February 24, 2022, by and between ChannelAdvisor and Bed Bath & Beyond Inc. (as the same has been or may be amended, modified, supplemented and/or restated from time to time, the “ChannelAdvisor Agreement”), ChannelAdvisor has and continues to maintain the integration between its proprietary platform and Debtor’s Mirakl online marketplace as described in the ChannelAdvisor Agreement (“Services”).

3. Pursuant to the Notice, the Debtors have proposed a cure amount of \$150,000.00 in connection with the Debtors’ potential assumption and/or assignment of the ChannelAdvisor Agreement (the “Proposed Cure Amount”).

LIMITED OBJECTION

4. Pursuant to 11 U.S.C. §365(b)(1)(A), the Debtor must cure all defaults under the ChannelAdvisor Agreement prior to the assumption and/or assignment thereof.

5. Although ChannelAdvisor does not dispute that the Proposed Cure Amount accurately reflects the amounts due and owing from Debtors to ChannelAdvisor as of the filing of the Notice, because ChannelAdvisor continues to provide Services to Debtors under the ChannelAdvisor Agreement, ChannelAdvisor is filing this limited objection to ensure that any additional amounts that have or may come due prior to the Debtors’ formal assumption of the ChannelAdvisor Agreement are properly accounted for.

6. The exact amount that may be necessary to cure any defaults under the ChannelAdvisor Agreement cannot be accurately determined in advance of assumption thereof.

7. ChannelAdvisor continues to perform under the ChannelAdvisor Agreement with the Debtors. Accordingly, additional amounts have and will continue to accrue thereunder and will be payable to ChannelAdvisor. Thus, to the extent, if any, the Debtors fail to pay such post-

petition amounts in the ordinary course of business (some of which will come due after the filing of this Objection) arising prior to the assumption and/or assignment of the ChannelAdvisor Agreement, such amounts must be paid as additional cure amounts in connection with the assumption and assignment of the ChannelAdvisor Agreement.

8. Any order that is entered establishing a cure amount with respect to the ChannelAdvisor Agreement must require compliance with all obligations thereunder.

9. Any order that is entered establishing a cure amount with respect to the ChannelAdvisor Agreement must also require the cure of any additional defaults that may occur or may have occurred between the Petition Date of April 23, 2023, and the effective date of any assumption by the Debtors under Section 365(b)(1).

RESERVATION OF RIGHTS

10. ChannelAdvisor reserves the right to assert further objections to the Notice, including on the basis of adequate assurance.

11. ChannelAdvisor reserves the right to assert further objections to the Notice to include in the cure amount, any amounts that become due or amounts that, after reconciliation, are due and owing as of the date of assumption and/or assignment.

12. ChannelAdvisor hereby joins in the objections filed by other contract counterparties to the extent that the other contract counterparties' objections supplement and are not otherwise inconsistent with this Objection.

WHEREFORE, ChannelAdvisor respectfully requests that this Court enter an Order (a) requiring the Debtors to revise the Proposed Cure Amount to account for any additional amounts that will come due through the effective date of any assumption and/or assignment, (b) granting

relief consistent with the relief requested herein, and (c) granting ChannelAdvisor such other and further relief as is just and proper.

Dated: June 26, 2023

/s/ Daniel M. Pereira

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